

POWER OF ATTORNEY FROM ASSIGNEE WITH DELEGATION

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Evotec Neurosciences GmbH, a corporation of Germany, having a principal place of business at Schnackenburgallee 114, Hamburg, Germany 22525, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on 1) 4/4/05 2) 4/4/05 of an invention known as **Diagnostic and Therapeutic Use of FOAP-13 Polynucleotides and Polypeptides for Neurodegenerative Diseases** (Attorney Docket No. 2335.0060001/SRL/KPQ), that is disclosed and claimed in a patent application of the same title by the inventors Heinz VON DER KAMMER and Johannes POHLNER (said application filed at the U.S. Patent and Trademark Office as U.S. national phase of PCT/EP03/09437, international filing date August 26, 2003).

For the purpose of PAIR, the Customer Number is **26111**.

The Assignee hereby appoints the patent attorneys and agents associated with **CUSTOMER NUMBER 26111** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith. The Assignee hereby grants said patent attorneys and agents associated with Customer Number 26111 the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The Assignee hereby authorizes the U.S. patent attorneys and agents named herein to accept and follow instructions from von Kreisler Selting Werner as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the patent attorneys and agents and the Assignee. In the event of a change in the persons from whom instructions may be taken, the patent attorneys and agents named herein will be so notified by the Assignee.

Send correspondence to:

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Direct phone calls to 202-371-2600.

FOR: Evotec Neurosciences GmbH
SIGNATURE: [Signature]
BY: Johannes Pohlner
TITLE: Managing Director
DATE: 5 April 2005

ASSIGNMENT

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NOT FOR RECORDATION

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Heinz VON DER KAMMER and Johannes POHLNER**, hereby sell and assign to **Evotec Neurosciences GmbH**, a corporation formed under the laws of Germany, whose mailing address is Schnackenburgallee 114, Hamburg, Germany 22525 (hereafter referred to as the Assignee), their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Diagnostic and Therapeutic Use of FOAP-13 Polynucleotides and Polypeptides for Neurodegenerative Diseases** for which application(s) for patent was filed in the United States of America as U.S. national phase of PCT/EP03/09437, international filing date August 26, 2003, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

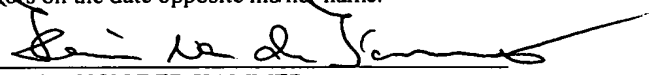
The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; Jeffrey Helvey, Registration No. 44,757; Heidi L. Kraus, Registration No. 43,730; Eldora Ellison, Registration No. 39,967; Thomas C. Fiala, Registration No. 43,610; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 4 April 2005

Signature of Inventor: 

Heinz VON DER KAMMER

Date: 4 April 2005

Signature of Inventor: 

Johannes POHLNER

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